

## **EXHIBIT A**

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BCBG MAXAZRIA

February 9, 2015

Michel Amar  
NYAM LLC  
8437 Carlton Way  
Los Angeles, CA 90069

Re: Second Handbag, Wallet and Woven Shirt License 2015

Dear Mr. Amar:

Whereas, NYAM LLC ("NYAM") is currently a licensee of BCBG Max Azria Group, LLC ("BCBG") under the Second Amended and Restated Limited Handbag License letter agreement (the "First Agreement") as NYAM exercised a portion of its option to extend the First Agreement. NYAM and BCBG are referred to herein as the "Parties."

Whereas, NYAM and BCBG wish to expand NYAM's rights by adding additional units, product categories and authorized customers under this second, supplemental license agreement ("Agreement") as set forth herein. It is the intention of the Parties that this Agreement shall be in addition to the First Agreement.

IT IS HEREBY AGREED that, subject to the terms of the Agreement, as of February 9, 2015, NYAM shall be authorized, on a non-exclusive basis, to manufacture and sell limited items bearing the BCBG Paris label, or the BCBG label, as expressly set forth herein. "BCBG Paris" and "BCBG" are referred to herein as the Trademarks.

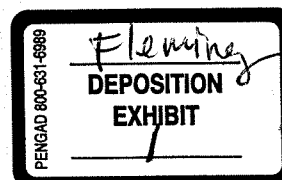
Product License: NYAM is hereby granted a non-exclusive license to produce 500,000 total units of handbags, 200,000 units of wallets and 50,000 units of woven button shirts all bearing the BCBG Paris trademark or, in the case of units being shipped to France or South Africa, the BCBG trademark, (in each case the "Product") pursuant to the terms set forth herein.

Term: The term of this Agreement shall be from February 9, 2015 through December 31, 2015 (the "Term") unless earlier terminated in accordance with the provisions hereof. Notwithstanding the foregoing, BCBG shall have the right to terminate this Agreement and all rights of NYAM hereunder immediately: (a) if payment is not remitted to BCBG strictly in accordance with the payment schedule set forth below, with no right to cure; or (b) pursuant to any other termination right of BCBG expressly provided for herein.

Licensing Fee: In consideration for the license rights to manufacture and sell the Product during the Term as set forth herein, NYAM shall pay to BCBG the sum of \$1,275,000.00 which such payment shall be made according to the following schedule, time being of the essence:

- \$500,000 due upon execution of this Agreement, \$400,000 of which shall be paid by check and \$100,000 of which shall be paid by offsetting invoices in the amount of \$100,000 due from BCBG to NYAM.

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- \$40,000 due on the first day of each of February and March of 2015.
- \$67,500 due on the first day of each of April, May, June, July, August, September, October, November and December of 2015.
- \$87,500 due on the first day of January of 2016.

Attached hereto as Exhibit A is a payment schedule providing further clarification regarding payment of the Licensing Fee.

Right to Offset: BCBG shall have a right to offset any payment due to NYAM from any licensing fee due and owing at BCBG's discretion.

Customers: NYAM may sell the Products to only the following stores for resale: TJ Maxx and all other divisions of MarMaxx, Marshalls, Burlington Coat Factory, Ross, Fox's, Century 21, Winners, Daffy's, Stein Mart, Nordstrom Rack, Off 5<sup>th</sup> Vente Privée (France and US), Showroom Privée (France), Beyond the Rack (Canada), Namshi (Middle East), Spee (South Africa), HSN, DSW, HauteLook, Gilt Global Trading, Rue La La, 6pm, Winner Apparel Ltd, Ideeli Inc., Century 21, Name Brands, Walmart Mexico, Costco, Sam's Club, BJ, Alibaba, Amazon, Rakuten, Sears, Ebay, Groupon and other customers but only with the prior written approval of BCBG which such requests shall be sent in writing to BCBG's licensing department, attention Licensing Department ([licensing@bcbg.com](mailto:licensing@bcbg.com)).

Quality and Approval: NYAM shall submit sketches of all Products for BCBG's approval. In addition, NYAM shall submit to BCBG one sample per style of each Product for BCBG's written approval prior to any such Product being sold. NYAM shall also submit to BCBG one sample of all items bearing any Trademark for approval prior to any Product bearing such trademarked item being sold. Provided NYAM follows the foregoing procedure and has timely submitted a sample with sketches for approval, NYAM may sell such Product. However, if BCBG informs NYAM in writing that it does not approve of any aspect of the style or quality of a Product in BCBG's sole discretion, then NYAM shall not continue to manufacture such Product unless and until BCBG has approved changes thereto which shall be in BCBG's sole discretion. Notwithstanding the foregoing, BCBG agrees that all styles previously approved by BCBG as of the date hereof shall continue to be approved styles and shall not require additional approval or review of BCBG. NYAM agrees that within a reasonable time after execution of this Agreement, but in no event later than 30 days, it shall provide BCBG by email to BCBG's licensing department, attention Licensing Department ([licensing@bcbg.com](mailto:licensing@bcbg.com)) with a list of such pre-approved styles and corresponding photographs or, where photographs are unavailable, sketches, of such products for the parties' records and reference and that in the event such list is not timely submitted, then no Products shall be deemed pre-approved under this provision.

Unapproved Sales: In the event NYAM sells Products that have not been submitted for approval in accordance with this Agreement, manufactures or sells Products that have been disapproved by BCBG, or sells Products to customers that have not been approved in advance by BCBG, then BCBG shall have the right, at its discretion, either to: (1) demand an accounting of all such unauthorized sales and NYAM shall immediately pay to BCBG the greater of two dollars (\$2.00)

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per unit of Product sold without authorization or the amount of NYAM's profits from such sales; or (2) purchase and retain the Products sold without approval or sold to unapproved customers and NYAM shall reimburse BCBG in full for such purchases.

Labels and Packaging: NYAM shall have the right to direct its vendor(s) to make any labels, tags, packaging or other materials bearing the BCBG Paris label for use with the Products, provided NYAM shall identify any such vendor to BCBG within three (3) business days of BCBG's written request, and provided that NYAM shall ensure that the vendor uses the items only for the purposes of this Agreement.

Manufacturing: NYAM agrees that Products shall meet all legal and regulatory standards, including safety standards, and that the Products shall be manufactured in compliance with all applicable laws and regulations.

Quarterly and Monthly Sales Reports/Quarterly Royalty Reports: Quarterly sales reports are to be supplied on a quarterly basis within 15 days of the end of each fiscal quarter (i.e., February/March/April due May 15; May/June/July due August 15; August/September/October due November 15; and November/December/January due February 15). In addition, NYAM shall concurrently submit a list of shipments by retail account and product style. Such reports are to be sent via email to BCBG's licensing department, attention Licensing Department ([licensing@bcbg.com](mailto:licensing@bcbg.com)). BCBG shall have the right to audit NYAM's accounting and inventory records regarding sales of the Products upon reasonable notice. Upon request, NYAM shall provide a certified statement from a licensed accounting firm or certified public accountant of the quantity of Products sold by NYAM bearing the BCBG Paris or BCBG label. In addition, monthly sales reports in a form reasonably requested by BCBG and in conformance with its usual business practices shall be submitted to the Licensing Department by email no later than 20 days from the end of each calendar month for such calendar month.

Representations and Warranties by NYAM: NYAM represents and warrants that it has, and shall have at all times during the Term of this Agreement, the ability and capacity to perform its obligations hereunder or to cause such obligations to be performed, that no Product shall infringe the rights of any other person or entity, and that all Products will be manufactured, marketed and sold in strict compliance with any and all applicable laws.

No Warranty or Representation by BCBG Except as Provided Herein. Except as expressly provided herein, BCBG makes no representation or warranty, either express or implied, as to any matter including in regard to its rights in or to the BCBG Paris or BCBG trademarks.

Indemnification: NYAM shall indemnify, defend and hold harmless BCBG, its successors in interest, directors, officers, employees, and agents (the "Indemnified Parties"), of and from any loss, liability, claim, damage or expense, including reasonable legal expenses, whether or not involving a third-party claim, suffered by, imposed upon or asserted against the Indemnified Party as a result of, in respect of, connected with, or arising out of, under, or pursuant to any matter related the Products, the Trademarks, or this Agreement, including but not limited to the failure of

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NYAM to perform or fulfill any covenant or obligation under this Agreement, any intellectual property claim related to the Products or the Trademarks, or any breach or inaccuracy of any representation given by NYAM contained in this Agreement. The duty to indemnify and defend survives the termination or expiration of this Agreement.

Termination: The parties agree and understand that BCBG may not terminate this Agreement prior to its expiration for any reason other than a breach by NYAM of this Agreement which NYAM fails to cure within three (3) days of receipt of written notice of such breach, and where such breach cannot reasonably be cured within such period and NYAM diligently pursues a cure, the three day period shall be extended as reasonably necessary but in no event to exceed thirty (30) days.

Please sign below to indicate NYAM's agreement to the above. I look forward to our continued relationship together.

Sincerely,

Max Azria, Chief Executive Officer

AGREED AND ACCEPTED:

Michel Amar, President  
On behalf of NYAM, LLC

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<u>License Fees</u>	
Handbags (500,000 units @ \$2.00)	\$ 1,000,000
Wallets (200,000 units @ \$1.00)	200,000
Woven Shirts (50,000 units @ \$1.50)	75,000
<b>Total New License</b>	<b>1,275,000</b>
Payment as signing	(400,000)
Immediate Invoice offset	(100,000)
<b>Balance due</b>	<b>775,000</b>

<u>Payments</u>			
<u>Month</u>			
2015	Handbags	Wallets & Shirts	Total
Jan			
Feb	\$ (40,000)		\$ (40,000)
Mar	(40,000)		(40,000)
April	(40,000)	(27,500)	(67,500)
May	(40,000)	(27,500)	(67,500)
June	(40,000)	(27,500)	(67,500)
July	(40,000)	(27,500)	(67,500)
Aug	(40,000)	(27,500)	(67,500)
Sept	(40,000)	(27,500)	(67,500)
Oct	(40,000)	(27,500)	(67,500)
Nov	(40,000)	(27,500)	(67,500)
Dec	(40,000)	(27,500)	(67,500)
<u>2016</u>			-
Jan	(60,000)	(27,500)	(87,500)
<b>Total</b>	<b>(500,000)</b>	<b>(275,000)</b>	<b>(775,000)</b>
<b>Balance</b>			<b>-</b>

(A) Cash payments are due on 28th of month indicated.

(B) Amounts due will be paid in cash unless off-set by amounts owed by BCBG for licensed product purchases.